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DAVID EDLIN

UNITED STATES DISTRICT COURT  
IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND

JANET HALEY,

Plaintiff,

vs.

COHEN & STEERS CAPITAL  
MANAGEMENT, INC., A New York  
Corporation Doing Business in California; and  
DAVID EDLIN, an individual,

Defendants.

) Case No. C10-03856 PJH  
)  
) **DEFENDANT DAVID EDLIN'S**  
) **ANSWER TO PLAINTIFF'S FIRST**  
) **AMENDED COMPLAINT FOR**  
) **DAMAGES**

Pursuant to Rule 8 of the Federal Rules of Civil Procedure, Defendant David Edlin ("Edlin" or "Defendant") hereby answers the First Amended Complaint ("Complaint") filed by Plaintiff Janet Haley ("Plaintiff") in the above-captioned matter. Any allegation in the Complaint not specifically admitted herein is denied.

**INTRODUCTION**

1. Edlin admits the allegations in Paragraph 1. Edlin further avers that he is a resident of the state of New York.

2. Edlin admits that Plaintiff is a female. The remaining allegations of Paragraph 2 of the Complaint contain legal conclusions and legal argument that Edlin is not required to admit

1 or deny. To the extent a response is deemed necessary, Edlin denies each and every allegation  
2 contained in Paragraph 2.

3 3. Paragraph 3 of the Complaint contains legal conclusions and legal argument that  
4 Edlin is not required to admit or deny. To the extent a response is deemed necessary, Edlin  
5 denies each and every allegation contained in Paragraph 3.

6 4. Paragraph 4 of the Complaint contains legal conclusions and legal argument that  
7 Edlin is not required to admit or deny. To the extent a response is deemed necessary, Edlin  
8 denies each and every allegation contained in Paragraph 4.

9 5. Edlin denies the allegations in Paragraph 5.

10 **PARTIES**

11 6. Edlin admits that Plaintiff is a female over the age of 40. Edlin admits that, at all  
12 relevant times, Plaintiff was a resident of the City and County of San Francisco and Marin  
13 County. Edlin has insufficient information to admit or deny Plaintiff's allegation that she was  
14 diagnosed with lymphoma in November 2009. The remaining allegations of Paragraph 6 of the  
15 Complaint contain legal conclusions and legal arguments that Edlin is not required to admit or  
16 deny. Except as specifically admitted to herein, and to the extent a response is deemed  
17 necessary, Edlin denies each and every allegation contained in Paragraph 6.

18 7. Edlin admits that Cohen & Steers is a New York corporation that does business in  
19 the State of California. Edlin further admits Cohen & Steers' headquarters are located at 280  
20 Park Avenue, New York, New York. The remaining allegations of Paragraph 7 of the  
21 Complaint contain legal conclusions and legal arguments that Edlin is not required to admit or  
22 deny. Except as specifically admitted to herein, and to the extent a response is deemed  
23 necessary, Edlin denies each and every allegation contained in Paragraph 7.

24 8. Edlin admits that he resides in the state of New York. Edlin admits that he was a  
25 direct supervisor to Janet Haley. Edlin denies he was a managing agent of Cohen & Steers.  
26 Edlin has insufficient information to determine what Plaintiff believes are "all [of the] relevant  
27 times" and therefore denies that he was Plaintiff's direct supervisor or a managing agent of  
28 Cohen & Steers at "all relevant times."



1           17.     Edlin has insufficient information to admit or deny whether Plaintiff received the  
2     “requisite” Right to Sue Notices from the named agencies, and on that basis denies each and  
3     every allegation contained in Paragraph 17 of the Complaint.

4                                   **FACTUAL STATEMENT**

5           18.     Edlin has insufficient information to admit or deny any of the allegations in  
6     Paragraph 18 of the Complaint, and on that basis denies each and every allegation contained in  
7     Paragraph 18 of the Complaint.

8           19.     Edlin has insufficient information to admit or deny any of the allegations in  
9     Paragraph 19 of the Complaint, and on that basis denies each and every allegation contained in  
10    Paragraph 19 of the Complaint.

11          20.     Edlin has insufficient information to admit or deny any of the allegations in  
12    Paragraph 20 of the Complaint, and on that basis denies each and every allegation contained in  
13    Paragraph 20 of the Complaint.

14          21.     Edlin has insufficient information to admit or deny any of the allegations in  
15    Paragraph 21 of the Complaint, and on that basis denies each and every allegation contained in  
16    Paragraph 21 of the Complaint.

17          22.     Edlin has insufficient information to admit or deny any of the allegations in  
18    Paragraph 22 of the Complaint, and on that basis denies each and every allegation contained in  
19    Paragraph 22 of the Complaint.

20          23.     Edlin has insufficient information to admit or deny any of the allegations in  
21    Paragraph 23 of the Complaint, and on that basis denies each and every allegation contained in  
22    Paragraph 23 of the Complaint.

23          24.     Edlin admits the allegations in Paragraph 24.

24          25.     Edlin has insufficient information to determine what Plaintiff means by  
25    “developed an extensive amount of business” and on that basis denies each and every allegation  
26    contained in Paragraph 25 of the Complaint.

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1           26.     Edlin has insufficient information to admit or deny any of the allegations in  
2 Paragraph 26 of the Complaint, and on that basis denies each and every allegation contained in  
3 Paragraph 26 of the Complaint.

4           27.     Edlin has insufficient information to admit or deny any of the allegations in  
5 Paragraph 27 of the Complaint, and on that basis denies each and every allegation contained in  
6 Paragraph 27 of the Complaint.

7           28.     Edlin has insufficient information to admit or deny any of the allegations in  
8 Paragraph 28 of the Complaint, and on that basis denies each and every allegation contained in  
9 Paragraph 28 of the Complaint.

10          29.     Edlin admits that Cohen & Steers was headquartered in New York. Edlin has  
11 insufficient information to determine what Plaintiff means by "New York Hours" and on that  
12 basis, except as specifically admitted herein, denies each and every remaining allegation  
13 contained in Paragraph 29 of the Complaint.

14          30.     Edlin has insufficient information to determine what Plaintiff believes constitute  
15 "positive reviews" and on that basis denies this allegation. Edlin has insufficient information to  
16 admit or deny the remaining allegations in Paragraph 30 of the Complaint, and on that basis  
17 denies each and every allegation contained in Paragraph 30 of the Complaint.

18          31.     Edlin has insufficient information to admit or deny any of the allegations in  
19 Paragraph 31 of the Complaint, and on that basis denies each and every allegation contained in  
20 Paragraph 31 of the Complaint.

21          32.     Edlin admits the allegations in Paragraph 32.

22          33.     Edlin admits the allegations in Paragraph 33.

23          34.     Edlin denies that he told any of Plaintiff's clients that he had given Plaintiff  
24 additional territories, including Oregon, Washington and Alaska. Edlin has insufficient  
25 information to admit or deny the remaining allegations in Paragraph 34 of the Complaint, and on  
26 that basis denies each and every allegation contained in Paragraph 34 of the Complaint.

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1           35.     Edlin admits that on about March 10, 2009 he sent Plaintiff an email. Edlin  
2 denies Plaintiff's characterization of the tone of the email as "thanking Janet Haley for her  
3 contributions to Defendant Cohen & Steers, and highlighting Janet Haley's strengths."

4           36.     Edlin denies the allegations in Paragraph 36.

5           37.     Edlin admits that he had telephone conversations with Plaintiff sometime after  
6 meeting with Plaintiff on or about March 9 and/or 10, 2009. Edlin has insufficient information  
7 to admit or deny whether Plaintiff was working from home or any subject matter on which she  
8 may have been working on March 25, 2009 or any other date. Edlin admits that Plaintiff  
9 discussed breaking up with her boyfriend when Edlin travelled with Plaintiff on or about March  
10 9 and/or 10, 2009. Edlin denies ever asking Plaintiff if she was depressed. Edlin denies that he  
11 asked Plaintiff if she had "break up sex with her boyfriend." Edlin has insufficient information  
12 to admit or deny the remaining allegations in Paragraph 37 of the Complaint and on that basis,  
13 except as specifically admitted herein, denies each and every remaining allegation contained in  
14 Paragraph 37 of the Complaint.

15          38.     Edlin denies the allegations in Paragraph 38.

16          39.     Edlin denies the allegations in Paragraph 39.

17          40.     Edlin has insufficient information to admit or deny any of the allegations in  
18 Paragraph 40 of the Complaint, and on that basis denies each and every allegation contained in  
19 Paragraph 40 of the Complaint. Paragraph 40 of the Complaint also contains legal conclusions  
20 and legal argument that Edlin is not required to admit or deny. To the extent a response is  
21 deemed necessary, Edlin denies each and every allegation contained in Paragraph 40.

22          41.     Edlin has insufficient information to admit or deny any of the allegations in  
23 Paragraph 41 of the Complaint, and on that basis denies each and every allegation contained in  
24 Paragraph 41 of the Complaint.

25          42.     Edlin admits that he was told by Cohen & Steers Human Resources personnel that  
26 the Human Resources department had been informed by a third party employee about a  
27 statement allegedly made by Edlin to Haley during a telephone call between those two parties.  
28 Edlin has insufficient information to admit or deny any of the remaining allegations in Paragraph

1 42 of the Complaint, which also contain legal conclusions and legal argument that Edlin is not  
2 required to admit or deny. To the extent a response is deemed necessary, Edlin denies the  
3 remaining allegations contained in Paragraph 42.

4 43. Edlin has insufficient information to admit or deny any of the allegations in  
5 Paragraph 43 of the Complaint, and on that basis denies each and every allegation contained in  
6 Paragraph 43 of the Complaint.

7 44. Edlin has insufficient information to admit or deny any of the allegations in  
8 Paragraph 44 of the Complaint, and on that basis denies each and every allegation contained in  
9 Paragraph 44 of the Complaint.

10 45. Edlin has insufficient information to admit or deny any of the allegations in  
11 Paragraph 45 of the Complaint, and on that basis denies each and every allegation contained in  
12 Paragraph 45 of the Complaint.

13 46. Edlin has insufficient information to admit or deny any of the allegations in  
14 Paragraph 46 of the Complaint, and on that basis denies each and every allegation contained in  
15 Paragraph 46 of the Complaint.

16 47. Edlin has insufficient information to admit or deny any of the allegations in  
17 Paragraph 47 of the Complaint, and on that basis denies each and every allegation contained in  
18 Paragraph 47 of the Complaint.

19 48. Edlin has insufficient information to admit or deny any of the allegations in  
20 Paragraph 48 of the Complaint, and on that basis denies each and every allegation contained in  
21 Paragraph 48 of the Complaint.

22 49. Edlin has insufficient information to admit or deny any of the allegations in  
23 Paragraph 49 of the Complaint, and on that basis denies each and every allegation contained in  
24 Paragraph 49 of the Complaint.

25 50. Edlin admits that over the course of his employment with Cohen & Steers, he has  
26 had meetings with McCombe and Nolty. Edlin denies any implication that he met with  
27 McCombe and Nolty just prior to a meeting with Plaintiff, Edlin, McCombe and Nolty. Edlin  
28 has insufficient information to admit or deny whether Plaintiff was "extremely uncomfortable."



1 Edlin further denies that anything regarding the territories was discussed during the meeting  
2 between Plaintiff, Edlin, McCombe and Noltz.

3 51. Plaintiff's use of the term "sex comment" is vague and ambiguous, nevertheless,  
4 Edlin denies that he made any comment to Plaintiff that could be construed as a "sex comment."  
5 Answering further, Edlin has insufficient information to admit or deny any of the allegations in  
6 Paragraph 51 of the Complaint, and on that basis denies each and every allegation contained in  
7 Paragraph 51 of the Complaint.

8 52. Edlin has insufficient information to admit or deny what was told to Plaintiff by  
9 anyone in Cohen & Steers' Human Resources Department, and on that basis denies each and  
10 every allegation contained in Paragraph 52 of the Complaint. Answering further, Edlin  
11 specifically avers an investigation was done.

12 53. Edlin has insufficient information to admit or deny any of the allegations in  
13 Paragraph 53 of the Complaint, and on that basis denies each and every allegation contained in  
14 Paragraph 53 of the Complaint.

15 54. Edlin has insufficient information to admit or deny any of the allegations in  
16 Paragraph 54 of the Complaint, and on that basis denies each and every allegation contained in  
17 Paragraph 54 of the Complaint.

18 55. Edlin admits that on or about August 27, 2009 he gave Plaintiff a mid-year  
19 employee performance review in which he noted, among other things, that she "should make a  
20 concerted effort to improve her communications with her internal as well as others in the firm."  
21 Except as specifically admitted herein, Edlin denies each and every remaining allegation in  
22 Paragraph 55.

23 56. Edlin admits that Plaintiff was not given a year-end review for the 2009 calendar  
24 year. Except as specifically admitted herein, Edlin has insufficient information to admit or deny  
25 any of the allegations in Paragraph 56 of the Complaint, and on that basis denies each and every  
26 allegation contained in Paragraph 56 of the Complaint.

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1           57.     Edlin admits that in or about September of 2009 he made sales calls with Plaintiff.  
2 Except as specifically admitted herein, Edlin denies each and every remaining allegation of  
3 Paragraph 57 of the Complaint.

4           58.     Edlin admits, based on observations in client meetings, and as part of managing  
5 Haley's performance, that he believed that some of Plaintiff's clients did not appear to respect  
6 her investment advice, and that the failure of some clients to take notes while listening to  
7 Plaintiff speak was indicative of a lack of interest in her advice. Except as specifically admitted  
8 herein, Edlin denies the remaining allegations in Paragraph 58 of the Complaint.

9           59.     Edlin denies that he engaged in any "continuing campaign of harassment and  
10 retaliation." Plaintiff's statement that "two large trades came into Defendant Cohen & Steers" is  
11 vague and ambiguous in that it does not clearly identify to which trades Plaintiff is referring.  
12 Edlin therefore has insufficient information to admit or deny the remaining allegations of  
13 Paragraph 59 of the Complaint, and on that basis denies each and every remaining allegation  
14 contained in Paragraph 59 of the Complaint.

15           60.     Edlin admits that he sent an email to Plaintiff indicating he would look into  
16 inquiries from Plaintiff about receiving credit or payment for trades. Plaintiff's statement  
17 regarding "the trades" is vague and ambiguous in that it does not clearly identify to which trades  
18 Plaintiff is referring. Edlin therefore has insufficient information to admit or deny any of the  
19 remaining allegations in Paragraph 60 of the Complaint, and on that basis denies each and every  
20 allegation contained in Paragraph 60 of the Complaint.

21           61.     Plaintiff's statement regarding "the trades" is vague and ambiguous in that it does  
22 not clearly identify to which trades Plaintiff is referring. Edlin therefore has insufficient  
23 information to admit or deny any of the allegations in Paragraph 61 of the Complaint, and on that  
24 basis denies each and every allegation contained in Paragraph 61 of the Complaint.

25           62.     Edlin has insufficient information to admit or deny any of the allegations in  
26 Paragraph 62 of the Complaint, and on that basis denies each and every allegation contained in  
27 Paragraph 62 of the Complaint.

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1           63.     Edlin has insufficient information to admit or deny any of the allegations in  
2 Paragraph 63 of the Complaint, and on that basis denies each and every allegation contained in  
3 Paragraph 63 of the Complaint.

4           64.     Edlin has insufficient information to admit or deny any of the allegations in  
5 Paragraph 64 of the Complaint, and on that basis denies each and every allegation contained in  
6 Paragraph 64 of the Complaint.

7           65.     Edlin has insufficient information to admit or deny any of the allegations in  
8 Paragraph 65 of the Complaint, and on that basis denies each and every allegation contained in  
9 Paragraph 65 of the Complaint.

10          66.     Edlin has insufficient information to admit or deny any of the allegations in  
11 Paragraph 66 of the Complaint, and on that basis denies each and every allegation contained in  
12 Paragraph 66 of the Complaint.

13          67.     Edlin has insufficient information to admit or deny any of the allegations in  
14 Paragraph 67 of the Complaint, and on that basis denies each and every allegation contained in  
15 Paragraph 67 of the Complaint.

16          68.     Edlin has insufficient information to admit or deny any of the allegations in  
17 Paragraph 68 of the Complaint, and on that basis denies each and every allegation contained in  
18 Paragraph 68 of the Complaint.

19          69.     Edlin has insufficient information to admit or deny any of the allegations in  
20 Paragraph 69 of the Complaint, and on that basis denies each and every allegation contained in  
21 Paragraph 69 of the Complaint.

22          70.     Edlin admits that he discussed Plaintiff's potential leave of absence with Plaintiff  
23 and a Cohen & Steers Human Resources representative in or about late February or early March  
24 2010. Except as otherwise admitted herein, Edlin denies the remaining allegations in Paragraph  
25 70.

26          71.     Edlin admits that Plaintiff returned to work for Cohen & Steers following a period  
27 of absence. Except as otherwise admitted herein, Edlin denies the remaining allegations in  
28 Paragraph 71.

1           72.     Edlin has insufficient information to admit or deny whether Plaintiff “continued  
2 to maintain her client relations and performed work sporadically for the benefit of Defendant  
3 Cohen & Steers” during any period of leave, and on that basis denies that allegation. Edlin  
4 denies each and every remaining allegation contained in Paragraph 72 of the Complaint.

5           73.     Edlin denies the allegations in Paragraph 73.

6           74.     Edlin has insufficient information to admit or deny any of the allegations in  
7 Paragraph 74 of the Complaint, and on that basis denies each and every allegation contained in  
8 Paragraph 74 of the Complaint.

9           75.     Edlin has insufficient information to admit or deny any of the allegations in  
10 Paragraph 75 of the Complaint, and on that basis denies each and every allegation contained in  
11 Paragraph 75 of the Complaint.

12          76.     Edlin has insufficient information to admit or deny any of the allegations in  
13 Paragraph 76 of the Complaint, and on that basis denies each and every allegation contained in  
14 Paragraph 76 of the Complaint.

15          77.     Edlin has insufficient information to admit or deny any of the allegations in  
16 Paragraph 77 of the Complaint, and on that basis denies each and every allegation contained in  
17 Paragraph 77 of the Complaint.

18          78.     Edlin has insufficient information to admit or deny any of the allegations in  
19 Paragraph 78 of the Complaint, and on that basis denies each and every allegation contained in  
20 Paragraph 78 of the Complaint.

21          79.     Edlin has insufficient information to admit or deny any of the allegations in  
22 Paragraph 79 of the Complaint, and on that basis denies each and every allegation contained in  
23 Paragraph 79 of the Complaint.

24          80.     Edlin has insufficient information to admit or deny any of the remaining  
25 allegations in Paragraph 80 of the Complaint, and on that basis denies each and every allegation  
26 contained in Paragraph 80 of the Complaint.

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**FIRST CLAIM FOR RELIEF**

81. Answering Paragraph 81 of the Complaint, Edlin adopts his admissions, denials, and averments to Paragraphs 1 through 80, as if fully set forth herein.

82. Plaintiff has not asserted this claim against Edlin and he is therefore not required to respond to the allegations contained Paragraph 82. To the extent a response is deemed necessary, Edlin denies each and every allegation contained in Paragraph 82.

83. Plaintiff has not asserted this claim against Edlin and he is therefore not required to respond to the allegations contained Paragraph 83. To the extent a response is deemed necessary, Edlin denies each and every allegation contained in Paragraph 83.

84. Plaintiff has not asserted this claim against Edlin and he is therefore not required to respond to the allegations contained Paragraph 84. To the extent a response is deemed necessary, Edlin denies each and every allegation contained in Paragraph 84.

85. Plaintiff has not asserted this claim against Edlin and he is therefore not required to respond to the allegations contained Paragraph 85. To the extent a response is deemed necessary, Edlin denies each and every allegation contained in Paragraph 85.

86. Plaintiff has not asserted this claim against Edlin and he is therefore not required to respond to the allegations contained Paragraph 86. To the extent a response is deemed necessary, Edlin denies each and every allegation contained in Paragraph 86.

87. Plaintiff has not asserted this claim against Edlin and he is therefore not required to respond to the allegations contained Paragraph 87. To the extent a response is deemed necessary, Edlin denies each and every allegation contained in Paragraph 87.

88. Plaintiff has not asserted this claim against Edlin and he is therefore not required to respond to the allegations contained Paragraph 88. To the extent a response is deemed necessary, Edlin denies each and every allegation contained in Paragraph 88.

89. Plaintiff has not asserted this claim against Edlin and he is therefore not required to respond to the allegations contained Paragraph 89. To the extent a response is deemed necessary, Edlin denies each and every allegation contained in Paragraph 89.

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**SECOND CLAIM FOR RELIEF**

90. Answering Paragraph 90 of the Complaint, Edlin adopts his admissions, denials, and averments to Paragraphs 1 through 89, as if fully set forth herein.

91. Plaintiff has not asserted this claim against Edlin and he is therefore not required to respond to the allegations contained Paragraph 91. To the extent a response is deemed necessary, Edlin denies each and every allegation contained in Paragraph 91.

92. Plaintiff has not asserted this claim against Edlin and he is therefore not required to respond to the allegations contained Paragraph 92. To the extent a response is deemed necessary, Edlin denies each and every allegation contained in Paragraph 92.

93. Plaintiff has not asserted this claim against Edlin and he is therefore not required to respond to the allegations contained Paragraph 93. To the extent a response is deemed necessary, Edlin denies each and every allegation contained in Paragraph 93.

94. Plaintiff has not asserted this claim against Edlin and he is therefore not required to respond to the allegations contained Paragraph 94. To the extent a response is deemed necessary, Edlin denies each and every allegation contained in Paragraph 94.

95. Plaintiff has not asserted this claim against Edlin and he is therefore not required to respond to the allegations contained Paragraph 95. To the extent a response is deemed necessary, Edlin denies each and every allegation contained in Paragraph 95.

96. Plaintiff has not asserted this claim against Edlin and he is therefore not required to respond to the allegations contained Paragraph 96. To the extent a response is deemed necessary, Edlin denies each and every allegation contained in Paragraph 96.

97. Plaintiff has not asserted this claim against Edlin and he is therefore not required to respond to the allegations contained Paragraph 97. To the extent a response is deemed necessary, Edlin denies each and every allegation contained in Paragraph 97.

98. Plaintiff has not asserted this claim against Edlin and he is therefore not required to respond to the allegations contained Paragraph 98. To the extent a response is deemed necessary, Edlin denies each and every allegation contained in Paragraph 98.

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1           99. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
2 to respond to the allegations contained Paragraph 99. To the extent a response is deemed  
3 necessary, Edlin denies each and every allegation contained in Paragraph 99.

4           100. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
5 to respond to the allegations contained Paragraph 100. To the extent a response is deemed  
6 necessary, Edlin denies each and every allegation contained in Paragraph 100.

7                           **THIRD CLAIM FOR RELIEF --SUPPLEMENTAL**

8           101. Answering Paragraph 101 of the Complaint, Edlin adopts his admissions, denials,  
9 and averments to Paragraphs 1 through 100, as if fully set forth herein.

10           102. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
11 to respond to the allegations contained Paragraph 102. To the extent a response is deemed  
12 necessary, Edlin denies each and every allegation contained in Paragraph 102.

13           103. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
14 to respond to the allegations contained Paragraph 103. To the extent a response is deemed  
15 necessary, Edlin denies each and every allegation contained in Paragraph 103.

16           104. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
17 to respond to the allegations contained Paragraph 104. To the extent a response is deemed  
18 necessary, Edlin denies each and every allegation contained in Paragraph 104.

19           105. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
20 to respond to the allegations contained Paragraph 105. To the extent a response is deemed  
21 necessary, Edlin denies each and every allegation contained in Paragraph 105.

22           106. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
23 to respond to the allegations contained Paragraph 106. To the extent a response is deemed  
24 necessary, Edlin denies each and every allegation contained in Paragraph 106.

25           107. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
26 to respond to the allegations contained Paragraph 107. To the extent a response is deemed  
27 necessary, Edlin denies each and every allegation contained in Paragraph 107.

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1           108. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
2 to respond to the allegations contained Paragraph 108. To the extent a response is deemed  
3 necessary, Edlin denies each and every allegation contained in Paragraph 108.

4           109. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
5 to respond to the allegations contained Paragraph 109. To the extent a response is deemed  
6 necessary, Edlin denies each and every allegation contained in Paragraph 109.

7           110. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
8 to respond to the allegations contained Paragraph 110. To the extent a response is deemed  
9 necessary, Edlin denies each and every allegation contained in Paragraph 110.

10           111. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
11 to respond to the allegations contained Paragraph 111. To the extent a response is deemed  
12 necessary, Edlin denies each and every allegation contained in Paragraph 111.

13           112. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
14 to respond to the allegations contained Paragraph 112. To the extent a response is deemed  
15 necessary, Edlin denies each and every allegation contained in Paragraph 112.

16           113. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
17 to respond to the allegations contained Paragraph 113. To the extent a response is deemed  
18 necessary, Edlin denies each and every allegation contained in Paragraph 113.

19           114. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
20 to respond to the allegations contained Paragraph 114. To the extent a response is deemed  
21 necessary, Edlin denies each and every allegation contained in Paragraph 114.

22           115. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
23 to respond to the allegations contained Paragraph 115. To the extent a response is deemed  
24 necessary, Edlin denies each and every allegation contained in Paragraph 115.

25                           **FOURTH CLAIM FOR RELIEF--SUPPLEMENTAL**

26           116. Answering Paragraph 116 of the Complaint, Edlin adopts his admissions, denials,  
27 and averments to Paragraphs 1 through 115, as if fully set forth herein.

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1           117. Edlin admits Plaintiff is a female. Edlin has insufficient information to admit or  
2 deny any of the remaining allegations in Paragraph 117 of the Complaint. Answering further,  
3 Paragraph 117 of the Complaint contains legal conclusions and legal argument that Edlin is not  
4 required to admit or deny. To the extent a response is deemed necessary, Edlin denies each and  
5 every remaining allegation contained in Paragraph 117.

6           118. Paragraph 118 of the Complaint contains legal conclusions and legal argument  
7 that Edlin is not required to admit or deny.

8           119. Edlin denies the allegations in Paragraph 119.

9           120. Edlin denies that any mistreatment or wrongful actions were directed toward  
10 Plaintiff. Edlin has insufficient information to admit or deny any of the remaining allegations in  
11 Paragraph 120 of the Complaint. Answering further, Paragraph 120 of the Complaint contains  
12 legal conclusions and legal argument that Edlin is not required to admit or deny. To the extent a  
13 response is deemed necessary, Edlin denies each and every remaining allegation contained in  
14 Paragraph 120.

15           121. Edlin denies the allegations in Paragraph 121.

16           122. Edlin denies that he engaged in any unlawful conduct. Edlin has insufficient  
17 information to admit or deny any of the allegations in Paragraph 122 of the Complaint.  
18 Answering further, Paragraph 122 of the Complaint contains legal conclusions and legal  
19 argument that Edlin is not required to admit or deny. To the extent a response is deemed  
20 necessary, Edlin denies each and every remaining allegation contained in Paragraph 122.

21                           **FIFTH CLAIM FOR RELIEF--SUPPLEMENTAL**

22           123. Answering Paragraph 123 of the Complaint, Edlin adopts his admissions, denials,  
23 and averments to Paragraphs 1 through 122, as if fully set forth herein.

24           124. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
25 to respond to the allegations contained Paragraph 124. To the extent a response is deemed  
26 necessary, Edlin denies each and every allegation contained in Paragraph 124.

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1           125. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
2 to respond to the allegations contained Paragraph 125. To the extent a response is deemed  
3 necessary, Edlin denies each and every allegation contained in Paragraph 125.

4           126. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
5 to respond to the allegations contained Paragraph 126. To the extent a response is deemed  
6 necessary, Edlin denies each and every allegation contained in Paragraph 126.

7           127. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
8 to respond to the allegations contained Paragraph 127. To the extent a response is deemed  
9 necessary, Edlin denies each and every allegation contained in Paragraph 127.

10                           **SIXTH CLAIM FOR RELIEF—SUPPLEMENTAL**

11           128. Answering Paragraph 128 of the Complaint, Edlin adopts his admissions, denials,  
12 and averments to Paragraphs 1 through 127, as if fully set forth herein.

13           129. Edlin admits that Plaintiff brings this cause of action under the common law of  
14 the State of California. Answering further, Paragraph 129 of the Complaint contains legal  
15 conclusions and legal argument that Edlin is not required to admit or deny. To the extent a  
16 response is deemed necessary, and except as otherwise admitted herein, Edlin denies the  
17 allegations in Paragraph 129.

18           130. Edlin denies the allegations in Paragraph 130.

19           131. Edlin denies that he engaged in any conduct that could be deemed “extreme” or  
20 “outrageous” and denies that any actions he took caused Plaintiff any emotional distress. Edlin  
21 denies any remaining allegation in Paragraph 131.

22           132. Edlin denies that he engaged in any conduct that could be deemed “extreme” or  
23 “outrageous” and denies that any actions he took caused Plaintiff any emotional distress. Edlin  
24 admits that Plaintiff seeks damages in this action. Edlin denies each and every remaining  
25 allegation contained in Paragraph 132.

26           133. Edlin denies the allegations in Paragraph 133.

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**SEVENTH CLAIM FOR RELIEF--SUPPLEMENTAL**

134. Answering Paragraph 134 of the Complaint, Edlin adopts his admissions, denials, and averments to Paragraphs 1 through 133, as if fully set forth herein.

135. Edlin denies each and every allegation in Paragraph 135.

136. Edlin denies each and every allegation in Paragraph 136.

137. Edlin denies each and every allegation in Paragraph 137.

138. Edlin denies each and every allegation in Paragraph 138.

139. Edlin denies each and every allegation in Paragraph 139.

140. Edlin denies each and every allegation in Paragraph 140.

141. Edlin denies each and every allegation in Paragraph 141.

142. Edlin denies each and every allegation in Paragraph 142.

143. Edlin denies each and every allegation in Paragraph 143.

144. Edlin denies each and every allegation in Paragraph 144.

145. Edlin denies each and every allegation in Paragraph 145.

146. Edlin denies each and every allegation in Paragraph 146.

147. Edlin denies each and every allegation in Paragraph 147.

148. Edlin denies each and every allegation in Paragraph 148.

149. Edlin denies each and every allegation in Paragraph 149.

**EIGHTH CLAIM FOR RELIEF--SUPPLEMENTAL**

150. Answering Paragraph 150 of the Complaint, Edlin adopts his admissions, denials, and averments to Paragraphs 1 through 149, as if fully set forth herein.

151. Plaintiff has not asserted this claim against Edlin and he is therefore not required to respond to the allegations contained Paragraph 151. To the extent a response is deemed necessary, Edlin denies each and every allegation contained in Paragraph 151.

152. Plaintiff has not asserted this claim against Edlin and he is therefore not required to respond to the allegations contained Paragraph 152. To the extent a response is deemed necessary, Edlin denies each and every allegation contained in Paragraph 152.

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1           153. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
2 to respond to the allegations contained Paragraph 153. To the extent a response is deemed  
3 necessary, Edlin denies each and every allegation contained in Paragraph 153.

4           154. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
5 to respond to the allegations contained Paragraph 154. To the extent a response is deemed  
6 necessary, Edlin denies each and every allegation contained in Paragraph 154.

7           155. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
8 to respond to the allegations contained Paragraph 155. To the extent a response is deemed  
9 necessary, Edlin denies each and every allegation contained in Paragraph 155.

10          156. Plaintiff has not asserted this claim against Edlin and he is therefore not required  
11 to respond to the allegations contained Paragraph 156. To the extent a response is deemed  
12 necessary, Edlin denies each and every allegation contained in Paragraph 156.

13                                   **PRAYER FOR DAMAGES**

14          Edlin denies that Plaintiff should be awarded the relief sought in the Prayer for Relief, or  
15 any relief whatsoever.

16  
17                                   **ADDITIONAL DEFENSES**

18          In further answer to Plaintiff's Complaint, Edlin alleges the following additional  
19 defenses. In asserting these defenses, Edlin does not assume the burden of proof as to matters  
20 that, pursuant to law, are Plaintiff's burden to prove.

21                                   **FIRST SEPARATE DEFENSE**

22                                   (Failure to State a Cause of Action)

23          Plaintiff's Complaint, and each purported cause of action therein, fails to state facts  
24 sufficient to constitute a cause of action or state a claim upon which relief may be granted  
25 against Defendant.

26                                   **SECOND SEPARATE DEFENSE**

27                                   (Statute of Limitations)

28          Plaintiff's claims are barred in whole or in part by the applicable statutes of limitations.

**THIRD SEPARATE DEFENSE**

(Failure to Exhaust Administrative Remedies)

Plaintiff's claims are barred for failure to exhaust her administrative remedies.

**FOURTH SEPARATE DEFENSE**

(Privilege/Justification)

Assuming *arguendo*, that any of the actions alleged in the Complaint were taken by Defendant, such actions were at all times privileged or justified.

**FIFTH SEPARATE DEFENSE**

(Unclean Hands)

Plaintiff cannot recover damages as alleged, or any such damages recovered must be reduced, because of Plaintiff's unclean hands.

**SIXTH SEPARATE DEFENSE**

(Waiver)

Plaintiff's claims are barred by the doctrine of waiver.

**SEVENTH SEPARATE DEFENSE**

(Estoppel)

Plaintiff's claims are barred by the doctrine of estoppel.

**EIGHTH SEPARATE DEFENSE**

(Failure to Mitigate Damages)

Plaintiff did not mitigate her damages, and Plaintiff's damages, if any are awarded, should be reduced to the extent Plaintiff has failed to mitigate them.

**NINTH SEPARATE DEFENSE**

(Failure to Take Advantage of Defendant's Safeguards Against Harassment/Retaliation)

Defendant exercised reasonable care to avoid discrimination/harassment and to eliminate it when it might occur, and Plaintiff failed to act with like reasonable care to take advantage of the safeguards to otherwise prevent the harm that could have been avoided.

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**TENTH SEPARATE DEFENSE**

(Alternative Stressors)

To the extent that Plaintiff has suffered any symptoms of mental or emotional distress or injury, such symptoms are the result of a pre-existing psychological or physical disorder, or an alternative concurrent cause, and not the result of any act or omission of the Defendant.

**ELEVENTH SEPARATE DEFENSE**

(Truth)

Plaintiff's purported cause of action for defamation, and any cause of action based on those allegations, is barred in that any statements allegedly made by Defendant were at all times true, including pursuant to California Labor Code section 1053.

**TWELFTH SEPARATE DEFENSE**

(Privilege)

Plaintiff's purported cause of action for defamation, and any cause of action based on those allegations, is barred because any statements allegedly made by Defendant were privileged, and are therefore not actionable as defamation as a matter of law, including pursuant to California Civil Code section 47(c).

**THIRTEENTH SEPARATE DEFENSE**

(Consent)

The alleged conduct of Defendant complained of in the purported cause of action for defamation, and any cause of action based on those allegations, was approved, consented to, authorized, and/or ratified by Plaintiff through her actions, omissions and course of conduct.

**FOURTEENTH SEPARATE DEFENSE**

(Unconstitutional on its Face)

California Civil Code Section 3294, relating to the imposition of punitive damages, is invalid on its face, or as applied to Defendant in this action, pursuant to Article I, Section 10, Article IV, Section 2, and the First, Fifth, Sixth, Eighth and Fourteenth Amendments to the Constitution of the United States, and Articles I and IV of the California Constitution.

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**ADDITIONAL DEFENSES**

(Pending Discovery)

Edlin presently has insufficient knowledge or information upon which to form a belief whether there may be additional, as yet unstated, defenses, and reserves the right to assert additional defenses in the event that discovery indicates that such defenses are appropriate.

**PRAYER**

WHEREFORE, Edlin prays that this Court enter a judgment as follows:

1. That the Complaint be dismissed with prejudice and that judgment be entered in favor of Edlin;
2. That Plaintiff take nothing by way of her Complaint;
3. That Edlin be awarded his costs of suit incurred in defense of this action, including his reasonable attorneys' fees; and
4. That Edlin be awarded such other and further relief as the Court may deem appropriate.

DATED: January 19, 2011

SEYFARTH SHAW LLP

By: 

Francis J. Ortman, III  
Matthew J. Mason

Attorneys for Defendant  
DAVID EDLIN